RECENT CASES.

BANKRUPTCY—STATUTE OF LIMITATIONS—STATE LAW GOVERNS—HARGADINE-MCKITTRICK DRY GOODS CO. V. HUDSON, 10 AM. B. R. 225 (MO.).—A claim was voluntarily filed against a bankrupt's estate and was disallowed on the ground that it was barred by the Statute of Limitations of the State where bankruptcy proceedings were pending, although not so barred in the State where the claim arose. *Held,* that such disallowance was no error.

There is a conflict in the earlier cases on this point. One line of decisions holding that where the Statute goes to the remedy merely and does not destroy the obligation, the claim should be allowed. *In re Ray,* Fed. Cas. 11,589; *In re Shepard,* Fed. Cas. 12,753. But the present case follows the clear weight of authority. *In re Kingsley,* 1 Low. 216; *In re Cornwall,* 9 Blatch. 114. These decisions are based upon the fact that the federal courts are governed by the Statutes of Limitation in the several States. *Bauserman vs. Blunt,* 147 U. S. 654. The recent cases all seem to follow the latter view. *In re Lipman,* 94 Fed. 353; *In re Resler,* 95 Fed. 804. Although strictly an outlawed debt is within the terms of Sec. 63 of the Bankruptcy Act and ought therefore to be allowed to be proved, still the law prevents its proof on the ground that its allowance against other creditors would be inequitable. *Collier, Bankruptcy,* 4th ed., 454.

CANCELLATION OF MORTGAGE—MISTAKE OF LAW—RELIEF IN EQUITY.—SWEDESBORO LOAN AND BUILDING ASS'N V. GANS ET AL., 55 ATL. 82.—*Held,* that the cancellation of a mortgage through misapprehension or mistake of law, upon grounds for which it would not have been cancelled but for such mistake, is good ground for equity to grant relief and re-establish the mortgage.

The principle is well founded in England that a mistake, whether of law or fact, is good ground for equitable relief, *Moses v. McFarlan,* 2 Burrows 1,005; *Farmer v. Arundel,* 2 Black. 824. In the United States at the present time the weight of authority is to hold a mistake of law good ground for equitable relief, *Northrop v. Graves,* 19 Conn. 548; *Culbreth v. Culbreth,* 7 Ga. 64; *Covington v. Powell,* 2 Met. (Ky.) 226, though in many States the contrary is held. *Nelson v. Davis,* 40 Ind. 366; *Smith v. McDougall,* 2 Cal. 586.

CARRIER OF FREIGHT—LIMITATION OF CONTRACT LIABILITY.—BERNSTEIN V. WEIR, 83 N. Y. SUPP. 48.—A shipper had a book containing freight receipts of a carrier. He delivered a package to carrier without stating value and tendered one of the receipts, which he had filled out with consignee's name and a description of the goods, to their employee, who signed it in his presence and returned it. There was upon the face of receipt a contract providing that the carrier was not liable for loss by certain specified causes unless through fraud or great negligence, and in no case for more than $50. *Held,* that the shipper was bound by the provision upon the face of the receipt and that he could not recover more than the amount stated therein unless under the exceptions stated.